

DOCKET NO.: MSFT-1969/303316.01

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

Paul J. Lucas, et al.

Serial No.: 09/645,014

Filing Date: 8/23/00

For: Remote Software Installation and Maintenance

Confirmation No.: 1899

Group Art Unit: 2124

Examiner: John Q. Chavis

#7
J. Chavis
4-8-03

VIA HAND-DELIVERY

Box DSD
Commissioner for Patents and Trademarks
Washington, DC 20231

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APR 01 2003

Technology Center 2100

POWER OF ATTORNEY WITH REVOCATION

Revoking any and all powers of attorney heretofore given in the matter of the above-entitled application, the undersigned, assignee of the entire interest in the above-identified application, hereby appoints **Steven J. Rocci**, Registration No. **30,489**, of Philadelphia, Pennsylvania, as attorney, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Send all future correspondence and address all telephone calls to:

Steven J. Rocci
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, PA 19103
Telephone: (215)568-3100

In addition, the assignee also appoints the following attorneys listed below of **MICROSOFT CORPORATION, One Microsoft Way, Redmond, Washington 98052** with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Daniel D. Crouse

Registration No. 32,022



A Statement under 37 CFR § 3.73(b) and copies of relevant documents accompany this Revocation of Power of Attorney.

Respectfully submitted,



(Signature)

Date: March 18, 2003

Name: Daniel D. Crouse
Title: Assistant Secretary
Microsoft Corporation

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Commissioner of Patents and Trademarks
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STATEMENT UNDER 37 CFR § 3.73(b)

Microsoft Corporation, a corporation of the State of Washington, states that it is:

☒ the assignee of the entire right, title, and interest; or

☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above.

☐ 1. The assignment was recorded in the Patent and Trademark Office at Reel, Frame(s)

☐ 2. The assignment has not yet been recorded. A copy of the assignment is attached.

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

i. From: **Paul J. Lucas; Chris J. Hillery; Wesley N.T. Pope** To: **Liquid Audio, Inc.** The document was recorded in the Patent and Trademark Office at **Reel 011382, Frame(s) 0802.**

ii. From: To: The document was recorded in the Patent and Trademark Office at Reel , Frame(s) , or for which a copy thereof is attached.

iii. From: **Liquid Audio, Inc.** To: **Microsoft Corporation** for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: March 18, 2003


Signature

Name: Daniel D. Crouse
Title: Assistant Secretary
Microsoft Corporation

Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia, PA 19103
Telephone: (215) 568-3100
Facsimile: (215) 568-3439

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

REMOTE SOFTWARE INSTALLATION AND MAINTENANCE

for which we have made a United States Utility Patent Application, Serial Number 09/645,014, filed on August 23, 2000 and all patent applications and patents of every country for said invention, including divisions, reissues, continuations, and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns, and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner for Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors, and assigns.

Executed this 2 day of December, 2000.
day month year

Paul J. Lucas
Paul J. Lucas

Executed this ____ day of _____, 20____.
day month year

Chris J. Hillery

Executed this ____ day of _____, 20____.
day month year

Wesley N.T. Pope

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

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Executed this ____ day of _____, 20____.
day month year

Paul J. Lucas

Executed this 28 day of November, 2000.
day month year

Chris J. Hillery

Executed this ____ day of _____, 20____.
day month year

Wesley N.T. Pope

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

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Executed this ____ day of _____, 20____.
day month year

Paul J. Lucas

Executed this ____ day of _____, 20____.
day month year

Chris J. Hillery

Executed this 21 day of November, 2000.
day month year



Wesley N. T. Pope

Exhibit A to Asset Purchase Agreement

ASSIGNMENT

WHEREAS, LIQUID AUDIO, a Delaware Corporation, (hereinafter referred to as "Assignor") owns all right, title and interest in and to the inventions, patents and patent applications (hereinafter referred to as the "Intellectual Property") identified in Exhibit B attached hereto; and

WHEREAS, MICROSOFT CORPORATION, a Washington Corporation, (hereinafter referred to as "Assignee"), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of a concurrently executed Asset Purchase Agreement, its full and exclusive rights in and to the Intellectual Property in the U.S. and every foreign country and its entire right, title, and interest in and to the Intellectual Property and related applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the Intellectual Property, and extensions or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document. Further, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive right to recover all past damages and other potential relief arising from the Intellectual Property assigned by this Agreement, including the full and exclusive right to pursue Civil Action Number 3:02cv3115, filed in US District Court for the Northern District of California (San Francisco), and naming Infosplit, Inc., as defendant.

ASSIGNOR HEREBY AUTHORIZES the Assignee to insert in Exhibit B to this assignment document the filing date and application number of any application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date Sept. 27, 2002

Gerald W. Kearby CEO
Title

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 27th day of SEPTEMBER, 2002, before me, a Notary Public in and for said county, appeared GERALD KEARBY, who is personally ^{PROVED} known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/~~she~~ signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

K. Rathod
Notary Public

{SEAL}

My Commission Expires: 03/14/2006

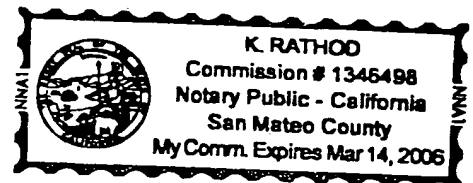


Exhibit B to Asset Purchase Agreement

at Liquid Audio Patents:

U.S. Patent No. 5,852,800, to Modeste, et al.
Title: Method and Apparatus for user Controlled Modulation and Mixing for Digitally Stored Compressed Data
Issued: December 22, 1998

U.S. Patent No. 6,121,904, to Levine, E.
Title: Lossless Data Compression with Low Complexity
Issued: September 19, 2000

U.S. Patent No. 6,028,541, to Levine, E.
Title: Lossless Data Compression with Low Complexity
Issued: February 22, 2000

U.S. Patent No. 6,118,392, to Levine, E.
Title: Lossless Data Compression with Low Complexity
Issued: September 12, 2000

U.S. Patent No. 6,043,763, to Levine, E.
Title: Lossless Data Compression with Low Complexity
Issued: March 28, 2000

U.S. Patent No. 6,125,348, to Levine, E.
Title: Lossless Data Compression with Low Complexity
Issued: September 26, 2000

U.S. Patent No. 6,330,673, to Levine, E.
Title: Robust Watermark Method and Apparatus for Digital Signals
Issued: December 11, 2001

U.S. Patent No. 6,209,094, to Levine, E., et al.
Title: Robust Watermark Method and Apparatus for Digital Signals
Issued: March 27, 2001

U.S. Patent No. 6,345,100, to Levine, E.
Title: Robust Watermark Method and Apparatus for Digital Signals
Issued: February 5, 2002

U.S. Patent No. 6,320,965, to Levine, E.
Title: Secure Watermark Method and Apparatus for Digital Signals
Issued: November 20, 2001

U.S. Patent No. 6,219,634, to Levine, E.
Title: Efficient Watermark Method and Apparatus for Digital Signals
Issued: April 17, 2001

U.S. Patent No. 6,151,631, to Ansell, et al.

Title: Territorial Determination of Remote Computer Location in a Wide Area Network for Conditional Delivery of Digitized Products

Issued: November 21, 2000

U.S. Patent No. 6,266,644, to Levine, S.

Title: Audio Encoding Apparatus and Methods

Issued: July 24, 2001

U.S. Patent No. 6,330,675, to Wiser, et al.

Title: System and Method for Secure Transfer of Digital Data to a Local Recordable Storage Medium

Issued: December 11, 2001

U.S. Patent No. 6,367,019, to Ansell, et al.

Title: Copy Security for Portable Music Players

Issued: April 2, 2002

U.S. Patent No. 6,385,596, to Wiser, et al.

Title: Secure Online Music Distribution System

Issued: May 7, 2002

Select Liquid Audio Applications:

U.S. Serial No. 09/522,061, filed March 9, 2000, by Wiser, et al.

Title: Secure Online Music Distribution System

Atty Docket P-2110.01

U.S. Application No. 08/966,072, filed July 11, 1997, by Wiser, et al.

Title: Digital Audio Signal Filtering Mechanism and Method

Atty Docket P-2064

U.S. Application No. 09/289,513, filed April 9, 1999, by Wiser, et al.

Title: Secure Online Music Distribution System

Atty Docket P-2090

U.S. Serial No. 09/551,260, filed April 18, 2000, by Ansell, et al.

Title: Territorial Determination of Remote Computer Location in a Wide Area Network for Conditional Delivery of Digitized Products

Atty Docket P-2091.01

U.S. Application No. 09/389,842, filed September 2, 1999, by Levine, E., et al.

Title: Server Side Watermark Data Writing Method and Apparatus for Digital Signals

Atty Docket P-2100

U.S. Application No. 09/468,279, filed December 20, 1999, by Ansell, et al.

Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data

Atty Docket P-2131

U.S. Application No. 09/645,014, filed August 23, 2000, by Lucas, et al.
Title: Remote Software Installation and Maintenance
Atty Docket P-2138D1

U.S. Application No. 09/645,013, filed August 23, 2000, by Lucas, et al.
Title: Remote Software Installation and Maintenance
Atty Docket P-2138D2

U.S. Application No. 09/773,256, filed January 30, 2001, by Brownell, et al.
Title: Security Mechanism for Computer Processing Modules
Atty Docket P-2170

U.S. Provisional Application No. 60/353,581, filed January 30, 2002, by Brownell, et al.
Title: Digital Rights Management
Atty Docket PR-2219

Select Liquid Audio Foreign-Filed Applications:

EP Application No. EP20000921844, filed April 7, 2000, naming Wiser, Cherenon, Ansell, and Cannon
Title: Secure Online Music Distribution System
Atty Docket P-2090-EP

Japanese Application No. 2000-611,258, filed November 2, 2001, naming Wiser, et al.
Title: Secure Online Music Distribution System
Atty Docket P-2090-JP

EP Application No. EP19990953187, filed October 15, 1999, naming Ansell and Cherenon
Title: Territorial Determination of Remote Computer Location in A Wide Area Network for Conditional Delivery of Digitized Products
Atty Docket P-2091-EP

Japanese Application No. 2000-576,334, filed October 15, 1999, naming Ansell, et al.
Title: Territorial Determination of Remote Computer Location in A Wide Area Network for Conditional Delivery of Digitized Products
Atty Docket P-2091-JP

PCT Application No. WO2000US08118, filed March 24, 2000, naming Ansell, Cherenon, Paley, Katz, Kelsey, and Schneier
Title: Copy Security for Portable Music Players
Atty Docket P-2098-PCT

EP Application No. EP20000918450, filed March 24, 2000, naming Ansell, Cherenon, Paley, Katz, Kelsey, and Schneier
Title: Copy Security for Portable Music Players
Atty Docket P-2098-EP

Japanese Application No. 2000-608,380, filed , naming Ansell, et al.

Title: Copy Security for Portable Music Players

Atty Docket P-2098-JP

PCT Application No. WO2000US28205, filed October 11, 2000, naming Ansell, et al.

Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data

Atty Docket P-2131-PCT

Japanese Application No. 2001-547,236, filed June 20, 2002, naming Ansell, et al.

Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data

Atty Docket P-2131-JP

EP Application No. EP20000976565, filed October 11, 2000, naming Ansell, et al.

Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data

Atty Docket P-2131-EP

PCT Application No. WO2002US01746, filed January 22, 2002, naming Brownell, et al.

Title: Security Mechanism for Computer Processing Modules

Atty Docket P-2170-PCT

DOCKET NO.: MSFT-1969/303316.01

PATENT

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Group Art Unit: 2124

Examiner: John Chavis

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Technology Center 2100

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

ASSOCIATE POWER OF ATTORNEY

The undersigned, of the firm WOODCOCK WASHBURN LLP, One Liberty Place - 46th Floor, Philadelphia, Pennsylvania 19103, Attorney(s) and/or Agents for Applicant(s), hereby appoints the following:

Richard E. Kurtz
Dale M. Heist
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Gary H. Levin
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John P. Donohue, Jr.
Henrik D. Parker
Suzanne E. Miller
Lynn B. Morreale
Joseph Lucci
Michael P. Dunnam
Michael D. Stein
Albert J. Marcellino
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David A. Cherry
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Alfred W. Zaher
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Norman L. Norris
Michael J. Swope
Michael J. Bonella
Harold H. Fullmer
John E. McGlynn

Registration No. 19,263
Registration No. 28,425
Registration No. 28,937
Registration No. 28,734
Registration No. 28,598
Registration No. 29,916
Registration No. 31,863
Registration No. 32,279
Registration No. 32,842
Registration No. 33,307
Registration No. 32,611
Registration No. 34,734
Registration No. 34,664
Registration No. 35,057
Registration No. 38,250
Registration No. 35,871
Registration No. 35,099
Registration No. 38,788
Registration No. 37,711
Registration No. 36,252
Registration No. 38,515
Registration No. 42,248
Registration No. 16,574
Registration No. 24,196
Registration No. 38,041
Registration No. 41,628
Registration No. 42,560
Registration No. 42,863

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Peter M. Ullman
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George J. Awad
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Joseph Milowic, III
Kenneth R. Eiferman

Registration No. 40,861
Registration No. 44,273
Registration No. 44,104
Registration No. 37,189
Registration No. 46,261
Registration No. 42,431
Registration No. 41,100
Registration No. 42,392
Registration No. 43,243
Registration No. 43,963
Registration No. 39,495
Registration No. 47,038
Registration No. 46,528
Registration No. 46,905
Registration No. 43,966
Registration No. 48,491
Registration No. 43,887
Registration No. 48,481
Registration No. 50,993
Registration No. 49,049
Registration No. 48,444
Registration No. 46,221
Registration No. 48,666
Registration No. 46,897
Registration No. 38,369
Registration No. 42,637
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Felicity E. Groth
Jeffrey H. Rosedale
Andrew T. Serafini


Registration No. P52,355
Registration No. 51,531
Registration No. 45,898
Registration No. 45,269
Registration No. 40,176
Registration No. 36,697
Registration No. 47,042
Registration No. 46,018
Registration No. 41,303

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Jerome G. Schaefer
Joseph F. Oriti
Richard W. Knight
Brian J. Hubbard
Scott E. Scioli
Andrew J. Hagerty
Walter C. Frank

Registration No. 43,631
Registration No. 47,875
Registration No. 50,800
Registration No. 47,835
Registration No. 42,751
Registration No. 45,873
Registration No. 47,930
Registration No. 44,141
Registration No. 52,911

his/her associates with full power to prosecute the above-identified application and to transact all business in the Patent Office connected therewith and requests that correspondence continue to be directed to the firm of WOODCOCK WASHBURN LLP at the above address.

Date: March 27, 2003


Steven J. Rocci
Registration No. 30,489

Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia PA 19103
Telephone: (215) 568-3100
Facsimile: (215) 568-3439